

Resolution Exhibit 2

**Town of Port Deposit
Annexation Resolution 06-2024
for Rock Run Road, LLC and Owens Properties**

Annexation Agreement

AS AMENDED BY THE PC – 10/24/2024
DRAFT – FOR INTRODUCTION ON 9/3/24

ANNEXATION AGREEMENT FOR
TOWN OF PORT DEPOSIT ANNEXATION RESOLUTION 06-2024

44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY

THIS ANNEXATION AGREEMENT (“Agreement”), dated this ___ day of _____, 202_, by and between Rock Run Road, LLC (hereinafter “Petitioner”), and the Town of Port Deposit, Maryland, a municipal corporation organized under the laws of the State of Maryland (hereinafter “the Town”). Petitioner, Old Schoolhouse Drive, LLC and Race Street PD, LLC on the one hand, and the Town on the other, shall collectively be referred to as “the Parties”. Petitioner, Old Schoolhouse Drive, LLC and Race Street PD, LLC shall collectively be referred to as “Owners/Petitioner”.

Commented [TM1]: Note: If the Owens consent to the annexation or join it, the Town and Owens will have to decide whether to include the Owens as parties

WHEREAS, Petitioner has filed a petition with the Town (hereafter “Petition”) to annex into the Town multiple parcels of land, some owned in fee simple by Owners/Petitioner, and two owned by Robert Owens, *et al.*, for placement into the Town’s High Density Residential District RM zoning district, as follows: 44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, (ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT.

NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY (collectively hereafter, “the Property”), adjacent to the existing corporate boundaries of the Town, and as more particularly shown on the Annexation Plat titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the TOWN OF PORT DEPOSIT Located on Rock Run Road Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland“ attached to and made Exhibit A to the Petition, and described by metes and bounds in Exhibit B to the Petition; and

WHEREAS, Petitioner filed the Petition with the Town pursuant to the Maryland Code, Local Government Article (“LG”), Section 4-404 seeking annexation of the Property into the Town; and

WHEREAS, the Petition was determined to be in proper form and compliant with the Maryland Code by the attorney for the Town; and

WHEREAS, Annexation Resolution No. 06-2024 (hereinafter “the Resolution”) was introduced at the regular Town Council meeting held on September 3, 2024; and

WHEREAS, the Resolution was thereupon referred to the Town’s Planning Commission for review and recommendations; and

WHEREAS, the Town Planning Commission reviewed the proposed annexation and proposed zoning of the Property on October 24, 2024, and has recommended to the Mayor and Town Council that this Resolution be _____, subject to the terms and conditions of this Agreement; and

WHEREAS, pursuant to LG, Section 4-415, Town Staff prepared an Annexation Plan, which was adopted by the Town Council at its regular meeting on November 5, 2024, which was then, pursuant to LG, Section 4-415(f), provided to the County Council of Cecil County, the Cecil County Planning Department, and the Maryland Planning Department for review and comment; and

WHEREAS, after publication of public notice at least four (4) times at not less than weekly intervals in at least one newspaper of general circulation in the Town, and in the area to be annexed, in accordance with the LG, Section 4-406 and the Town Code, and after a copy of such public notice was provided to the Maryland and Cecil County Planning Departments, a public hearing was conducted in the Town on January 7, 2025, which was no sooner than fifteen (15) days after the final required publication of the public notice, in order to receive public comment, at which representatives of the Maryland and Cecil County Planning Departments were given first opportunity to be heard, and upon completion of the public hearing, the public record was closed to further public comment; and

WHEREAS, the Town Council considered and conditionally approved the Resolution on January 21, 2025, subject to certain conditions set forth in the Resolution, as amended, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, which the Parties deem to be good and sufficient, the parties do hereby agree as follows:

1.0 Definitions.

1.1 "Agreement" shall mean this Annexation Agreement.

1.2 “Effective Date” shall mean the date that the annexation shall become effective, which shall be the later of the following to occur: (1) the 46th day after enactment of this annexation (*i.e.*, on March 8, 2025) if no proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, or (2) the approval of the annexation upon referendum if a proper petition for referendum pursuant to the Local Government Article, Section 4-408 is timely presented to the Mayor, and (3) the Cecil County Council expressly approving, pursuant to LG, Section 4-416(b), the placement of the Property into the Town’s High Density Residential District RM zoning district.

1.3 “Maryland Code” shall mean the Code of the State of Maryland.

1.4 “Mayor” shall mean the Mayor of the Town of Port Deposit.

1.5 “Nonconforming use” for the purposes of this Agreement shall mean a use of a building or of land lawfully existing at the time of the effective date of this Agreement and of the annexation to which this Agreement relates but which does not conform with the use regulations as set forth in the Zoning Chapter in the Town Code for the zone in which the building or land is located.

1.6 “Owner” or “Petitioner” shall mean Rock Run Road, LLC.

1.7 “Parties” shall mean the Owners/Petitioner and the Town.

1.8 “Petition” shall mean the petition for annexation of the Property resulting in Annexation Resolution No. 06-2024 introduced on September 3, 2024 before the Town Council of the Town of Port Deposit.

1.9 “Plat of Annexation” shall mean the plat attached as Exhibit A to the Petition showing the boundaries of the Property titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the TOWN OF PORT DEPOSIT Located on Rock

Commented [TM2]: Same comment as above about Owens' consent/joiner.

Run Road, Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland“.

1.10 “Property” shall mean 44.9515 +/- ACRES OF LAND CONSISTING OF MULTIPLE PARCELS, TAX MAP 22I: ACCT. NO. 07-006020 - PARCEL 32 – 42.8079 ACRES; ACCT. NO. 07-055708 - PARCEL 249 - .0015 ACRES; ACCT. NO. 07-055668 – PARCEL 244 – 0.1248 ACRES; ACCT. NO. 07- 026854 – PARCEL 60 - .0001 ACRE AND .0013 ACRE OWNED AND KNOWN BY ROCK RUN ROAD, LLC, *et al.*, (ACCT. NO. 07-009437 – PARCEL 0071 – 1.0035 ACRES KNOWN AND OWNED BY ALBERT OWENS AND ACCT. NO. 07-009431 – PARCEL 0047 – 1.0124 ACRES OWNED BY ROBERT OWENS, *et al.*, MORE OR LESS, ON OLD SCHOOLHOUSE DRIVE, IN THE SEVENTH ELECTION DISTRICT OF CECIL COUNTY (collectively hereafter, “the Property”), adjacent to the existing corporate boundaries of the Town, and as more particularly shown on the Annexation Plat titled “Plat to Accompany Petition for Annexation 44.9515 Acre Parcel of Land to be Annexed to the Town of Port Deposit located on Rock Run Road, Race Street, Liberty Grove Road and Old Schoolhouse Driver, Seventh Election District Cecil County, Maryland“ attached to and made Exhibit A to the Petition, and described by metes and bounds in Exhibit B to the Petition.

1.11 “Resolution” shall mean Annexation Resolution No. 06-2024 introduced on September 3, 2024 before the Town Council of the Town of Port Deposit, and shall include any and all amendments thereafter made and approved and adopted by the Town Council on January 21, 2025.

1.12 “Town” shall mean the Town of Port Deposit, a municipal corporation organized under the laws of the State of Maryland.

1.13 “Town Code” shall mean the Code of the Town of Port Deposit.

1.14 “Town Council” shall mean the Town Council of the Town of Port Deposit.

1.15 “Town Taxes” shall mean the Town’s municipal real estate taxes.

1.16 “Zoning Classification” shall mean the zoning classification under Town Code for the Property that will apply upon annexation – the Town’s High Density Residential District RM zoning district.

1.17 “Zoning Waiver” shall mean the County Council of Cecil County granting a zoning waiver pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District RM zoning district.

2.0 Recitals.

2.1 The recitals set forth above are incorporated herein and made a part hereof as though fully set forth.

3.0 Conditions and Effective Date.

3.1 This Agreement is expressly conditioned upon the passage and approval of the Resolution and this Agreement by the Town Council, expiration of all referendum periods pursuant to LG, Section 4-408, or approval of the Resolution and the terms of this Agreement by referendum, and execution of this Agreement by Owners/Petitioners.

3.2 Annexation, and thus this Agreement, is conditioned as follows:

3.2.1. As a condition to annexation, Petitioner, its successors and assigns, shall pay the costs of any required advertising of this Resolution, as well as any charges made or incurred by the Town for review of the proposed annexation, services of the Town Attorneys and any consultants, plus 15% toward the Town’s administrative costs and overhead. Payment by

Petitioner of any outstanding balance within thirty (30) days of receipt by Petitioner of final accounting is a condition of annexation. Failure to make payment within thirty (30) days, with the expressed written waiver and/or extension by Town Staff, shall cause annexation to be null and void.

3.2.2. The County Council of Cecil County (hereafter “the County”) granting a zoning “waiver” pursuant to LG, Section 4-416(b) and providing consent to the development of the Property after annexation for the land uses and density permitted in the Town’s High Density Residential District (RM) (hereafter “the Zoning Waiver”). If the County denies or fails to grant the Zoning Waiver, annexation of the Property shall be null and void, unless this condition is expressly waived by the Town Council.

3.2.3. As a condition to annexation, Owners/Petitioner shall execute this Annexation Agreement within thirty (30) days of the date of conditional approval of this Resolution, unless expressly waived or extended in writing upon the affirmative vote of a majority of the Town Council, or annexation shall be null and void.

3.2.4 Approval of the extension of sanitary sewer by Cecil County, Maryland sufficient for the housing density proposed for development of the Property, approval of the extension and allocation of water service by Artesian sufficient for the housing density proposed for development of the Property, and the installation of storm drain lines, streets, curbs, gutters, and other public improvements as may be applicable, subject to the terms set forth in the Resolution and in this Annexation Agreement, subject to applicable provisions of the Town Code and other applicable provisions of law, and subject to development plan review and Public Works Agreement as may be applicable and approved by the Town Planning Commission and/or the Town Council, Cecil County and/or the Town.

3.3 This Agreement shall become null and void *ab initio*, even if executed by one or more of the Parties, if for any reason the Resolution does not become effective and/or the Resolution or any part of this Agreement is stricken, voided or held in any manner invalid by a court of competent jurisdiction, or if one or more of the conditions to the Resolution and this Annexation Agreement are not timely fulfilled absent a written waiver of such condition by the Town upon the vote of a majority of the Town Council.

3.4 Annexation shall not become effective until the Effective Date.

3.5 This Agreement shall be recorded among the Land Records of Cecil County, Maryland at Petitioner's sole cost, and at no cost or expense to the Town.

3.6 Any condition to annexation not timely met, unless waived in writing by the Town, shall cause the adoption of this Resolution and the Annexation to become null and void, unless waived and/or extended in writing upon the affirmative vote of a majority of the Town Council. Time shall be of the essence.

3.7 Any condition, term or provision contained in the Petition not set forth as a term or condition of the annexation in the Resolution or in this Agreement, or which is contrary to or inconsistent with any condition, term or provision in the Resolution, in this Agreement, or in the Town Code, unless otherwise expressly waived in the Resolution or this Agreement, are null and void.

4.0 Zoning and Town Code Compliance.

4.1 The Property, simultaneously with the Effective Date of its annexation into the corporate boundaries of the Town, shall be zoned High Density Residential District RM.

4.2 All current and future uses of the Property shall upon the Effective Date of the

annexation be governed, regulated and limited by the provisions of the Town Code applicable to the Town's High Density Residential District RM, except as set forth below:

4.2.1 Nonconforming uses shall be allowed to continue but shall not be allowed to expand, except in accordance with the Town Code, and shall further be subject to the provisions of the Town Code relating to discontinuance and substitution of nonconforming uses as set forth in the Town Code.

4.2.2 Lots of record which exist and are developed or improved as of the effective date of this Agreement and the annexation to which it relates which do not fulfill the Town's regulations for the minimum lot area and/or width for the zone in which they are located shall be legal lots of record pursuant to the Town Code, except that any future subdivision, re-subdivision, development or improvements to the Property, shall be required to comply with all applicable provisions of the Town Code, including but not limited to lot dimensions, setbacks, lot sizes, road frontages, *etc.*

5.0 Development.

5.1 All future subdivision, re-subdivision, or development of the Property or any portion thereof shall be subject to all applicable subdivision regulations, design standards, rules, regulations, and ordinances of the Town, and any other applicable laws of the State of Maryland in force from time to time. The development of parcels and the construction of public improvements in the area to be annexed by Owner shall be subject to development plans submitted to and approved by the Town Planning Commission in accordance the Town Code, and the construction of public improvements shall be subject to site plan approval, and may if applicable be subject to adequate public facilities review and approval, and a Public Works Agreement entered into with the Town and approved by the Town Council.

5.2 [Intentionally left blank]

5.3 **At the sole cost and expense of the Petitioner or its successor in interest,** development of the property shall be subject to all applicable stormwater management regulations of the State of Maryland, Cecil County, Maryland and of the Town. **The developer shall design and construct stormwater management facilities capable of managing runoff from the 100-year storm. The stormwater management plan shall incorporate best management practices (BMP'S) to ensure effective water quality treatment and volume control. The operation of the stormwater management facilities will be maintained by the Petitioner or its successor in interest in perpetuity, or until transferred to the homeowner's association or other managing entity approved by Cecil County.**

5.4 **At the sole cost and expense of the Petitioner or its successor in interest,** development of the property shall be subject to a hydrology analysis for the proposed annexation and housing development off Old Schoolhouse Drive to ensure that the project adequately assesses and mitigates potential stormwater and flood-related impacts on the local environment, infrastructure, and surrounding properties. The detailed analysis shall include, but not be limited to, pre- and post-development runoff scenarios for the 10-year and 100-year storm events, peak discharge rates, discharge volumes, and potential erosion effects on the tributaries, evaluation of any existing stormwater infrastructure in the area, and evaluation of flood risk and water quality impacts on adjacent properties and waterways.

INSERT ANY ADDITIONAL CONDITIONS OF DEVELOPMENT

6.0 **Municipal Taxation.**

6.1 Municipal real estate taxes (hereinafter referred to as "Town taxes") shall be imposed on the Property at the full municipal real estate tax rate beginning with the next fiscal year after the Effective Date of the annexation, and shall be subject to reassessment thereafter as to each improved lot in accordance with applicable provisions of the Maryland, County and Town Codes.

7.0 Police and Fire Service.

7.1 Upon the effective date of the Annexation Resolution, the Property will receive police service coverage and fire service coverage in the same manner as other properties in the Town.

8.0 Streets and Roads; Sidewalks, Curbs and Gutters.

8.1 Any and all road improvements pursuant to any future development of the Property shall adhere to the Cecil County Road Code otherwise agreed to in the development plan review process. All such road improvements and respective rights of way, when completed, shall be dedicated and/or conveyed by Owner as reflected in the final approved development plans, and if applicable upon final inspection and acceptance by the governing authorities.

8.2 At the sole cost or expense of the Petitioner, or its successor in interest, development of the property shall be subject to Old Schoolhouse Drive being upgraded to a Minor Collector Road and the intersection of Old Schoolhouse Drive and Race Street being reconstructed, both in accordance with the Cecil County Road Code to the maximum extent feasible. The developer may provide two (2) entrances to the development from Old Schoolhouse Drive. The road design must ensure safe and efficient access for vehicles, pedestrians, and emergency services. The developer shall demonstrate that all feasible options to provide an additional entrance, not off Old Schoolhouse Drive, to the proposed

development have been explored. At a minimum, if a full secondary entrance is not feasible, an auxiliary access point shall be provided for use by emergency response vehicles (fire, police ambulance) that shall allow entry and exit for emergency responders in the event of road closures or other blockages on Old Schoolhouse Drive. The Petitioner or its successor in interest shall coordinate with local emergency services during the planning and design phase to ensure the auxiliary entrance adequately services the needs of emergency responders.

8.3 At the sole cost and expense of the Petitioner or its successor in interest, development of the property shall include road improvements to Race Street and Granite Avenue from the aforementioned intersection of Old Schoolhouse Drive and Race Street to N. Main Street. The road improvements shall entail upgrading said roads to a Major Collector Road per the Cecil County Road Code to the maximum extent feasible including sidewalks, crosswalks and streetlight. Petitioner should coordinate potential road improvements with the engineer preparing the storm drain and road improvement plan for Race Street and Granite Avenue to determine feasibility prior to consideration by the Mayor and Council. These types of upgrades will support the Town's goal of promoting walkability and alternative transportation options for residents.

8.4 At the sole cost and expense of the Petitioner or its successor in interest, the Town agrees to convey a portion of town-owned land known as Parcel 60, Tax Map 22I for the construction of the road serving the development of the annexed land. In return, the Petitioner or its successor in interest shall design and construct a public parking area for the adjacent Town owned Freeman Hall and a recreational public park on the portion of the Town property (Parcel 60) specified by the Town of Port Deposit. The recreational park

must be open for use by the general public and include designated parking spaces sufficient to serve Freeman Hall and park users, accessible green space and recreational features such as a basketball court, playground equipment and other amenities as approved by the Town, and appropriate signage, lighting and landscaping to enhance usability and safety of the park. The plans must be reviewed and approved by the Town Council prior to the start of construction. Construction of the parking lot and recreational public park shall occur concurrent with the construction of the first phase of the development of the annexed land. At the sole cost and expense of the Petitioner or its successor in interest shall be responsible for the preparation of any subdivision plans and/or deeds for the conveyance of the subject portion of Parcel 60.

INSERT ANY ADDITIONAL PROVISIONS TO ROAD IMPROVEMENTS.

9.0 Trash, Garbage and Recycling Service.

9.1 Upon improvement of the Property, and issuance of the first Zoning and Use and Occupancy Certificates, the Town will provide trash and recycling services to the improved lots within the Property, as it provides for residential properties within the limits of the Town, by adding them to the Town's trash and recycling contract. The Owners of the improved lots or parcels comprising the Property shall be charged the service fees of the trash and recycling services provided on the real property tax bill each year for each such lot or dwelling.

10.0 Water and Sewer Service.

10.1 Provided such extensions are requested under the terms outlined herein, approval of any and all development plans for the Property shall be conditioned upon Cecil County approving extension and allocation of sufficient sewer capacity from its waste water treatment facilities for the housing density proposed for development of the Property, and conditioned upon

Artesian approving extension and allocation of sufficient water service for the Property sufficient for the housing density proposed for development of the Property. Extension of sanitary sewer and water service to the Property shall be in accordance with and subject to all State, County and/or local regulations governing the allocation of public sewer and water service, as amended from time to time. **Water service shall provide fire flow to the development in accordance with the National Fire Prevention Association (NFPA) standards and subject to all State, County and/or local regulations. Also, the number and location of fire hydrants serving the annexed land development shall be consistent with NFPA standards, subject to all State, County, and/or local regulations, and be approved by the Water Witch Fire Company.** All taps fees and design costs for extension of sanitary sewer and water service extensions to the Property shall be the sole obligation of Petitioner or its successor in interest requesting the same. All engineering plans will be submitted to the Town and other applicable agencies for review and approval

10.2 Owners/Petitioner or its successor in interest understand and agree that Owners/Petitioner, or their successors in interests or developers, shall be responsible for any and all impact fees, fees in lieu of, hook-up fees, connection fees, or other fees and costs as currently required by the Town's Ordinances, Rules and Regulations.

10.3 Owner and the Town acknowledge that the Water and Sewer Master Plan maps may need to be amended to add the Property or a portion thereof to the immediate service area as a condition to approval of final development plans.

11.0 General Miscellaneous Provisions.

11.1 This Agreement may be signed in counterparts.

11.2 This Agreement will be construed and governed in its performance by the laws of the State of Maryland.

11.3 This Agreement and the Resolution represent the entire agreement between the parties and there is absolutely no agreement on the part of any of them to do any act or thing other than is herein expressly stated and/or set forth in the Resolution and/or any of its attachments or exhibits, and to which the parties herein have clearly agreed.

11.4 This Agreement may not be modified except either in a written agreement signed by the parties or their successors in interest or by means of an amendment to the Town Code. Waiver of conditions to annexation may only be waived by the Town in writing. Time shall be of the essence.

11.5 In the event of a dispute between the Parties arising out of this Agreement, and prior to the filing of any lawsuit, the parties agree to submit to non-binding mediation before a mediator to be agreed upon by the Parties, or if unable to agree, assigned by the American Arbitration Association.

11.6 In any lawsuit between or among the Parties arising out of this Agreement, the Parties hereby agree to waive a jury trial and the exclusive jurisdiction for litigation of any dispute between the parties regarding this Agreement shall be the Circuit Court for Cecil County, Maryland. Should the Town prevail in any such dispute or suit, Owners/Petitioner shall reimburse the Town for its reasonable attorneys' fees and costs of litigation.

11.7 The provisions of this Agreement shall be covenants and/or restrictions on the lots or parcels of land making up the Property which shall run with the land in perpetuity and shall be binding upon all record Owner or other persons holding any right, title or interest in the Property, or any lots or parcels thereof upon subdivision, as well as any and all of their heirs, assigns,

personal representatives, administrators, executors, guardians, legatees, grantees and successors-in-interest and shall run with each of their respective lots or parcels.

11.8 Owners/Petitioner hereby agree to indemnify, defend, reimburse the Town its reasonable attorneys' fees or costs of litigation, and shall hold harmless the Town of and from any and all claims or suits brought or filed by any third party challenging the legality of the annexation, the Petition, the Resolution and/or this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereby affix their signs and seals.

WITNESS:

**ROCK RUN ROAD, LLC
OLD SCHOOLHOUSE DRIVE, LLC
RACE STREET PD, LLC**

By: _____ (SEAL)

Print Name

Date

**STATE OF MARYLAND
COUNTY OF _____**

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared and known to me (or satisfactorily proven) to be _____, who represented himself to be the _____ of Rock Run Road, LLC, Old Schoolhouse Drive, LLC and Race Street PD, LLC, and did on behalf of said entity execute the foregoing instrument on its behalf, and acknowledged that he executed the same for the purposes herein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

WITNESS:

TOWN OF PORT DEPOSIT

By: _____ (SEAL)
Wayne Tome, Jr., Mayor

Date

**STATE OF MARYLAND
COUNTY OF CECIL**

I HEREBY CERTIFY, that on this _____ day of _____, 2025, before me, the undersigned Notary Public of said State, personally appeared Wayne Tome, Jr., known to me (or satisfactorily proven) to be the Mayor of the Town of Port Deposit named in the foregoing instrument, and acknowledge that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

Reviewed and approved as to legal sufficiency this ___ day of _____, 2025.

Thomas McCarron, Town Attorney